

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
MENTAL HEALTH PSYCHIATRISTS/
DENTAL PROFESSIONALS UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered on this 30th day of
July 2019,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management" of
the County of Los Angeles (hereinafter
referred to as "County"),

AND

Union of American Physicians & Dentists
(hereinafter referred to as "UAPD").

TABLE OF CONTENTS

	PAGE
ARTICLE 1	PURPOSE 1
ARTICLE 2	RECOGNITION..... 2
ARTICLE 3	NON-DISCRIMINATION 3
ARTICLE 4	IMPLEMENTATION 4
ARTICLE 5	TERM..... 5
ARTICLE 6	RENEGOTIATION 6
ARTICLE 7	SALARIES 7
ARTICLE 8	SPECIAL PAY PRACTICES 15
ARTICLE 9	EMPLOYEE BENEFITS..... 22
ARTICLE 10	BULLETIN BOARDS..... 23
ARTICLE 11	HEALTH AND SAFETY 24
ARTICLE 12	WORK SCHEDULE 28
ARTICLE 13	OUT-OF-CLASS ASSIGNMENT 30
ARTICLE 14	ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES 37
ARTICLE 15	PERSONNEL FILES 39
ARTICLE 16	TRANSFERS 41
ARTICLE 17	GRIEVANCE PROCEDURE 44
ARTICLE 18	GRIEVANCES - GENERAL-IN-CHARACTER 55
ARTICLE 19	STEWARDS..... 57
ARTICLE 20	PAYCHECK ERRORS 59
ARTICLE 21	PAYROLL DEDUCTIONS AND DUES 62
ARTICLE 22	PROFESSIONAL COMMITTEE..... 65
ARTICLE 23	PERFORMANCE EVALUATION..... 67
ARTICLE 24	CONTINUING MEDICAL EDUCATION 68
ARTICLE 25	LEGAL REPRESENTATION..... 72
ARTICLE 26	UNION REPRESENTATIVE ACCESS..... 74
ARTICLE 27	PARKING..... 75
ARTICLE 28	STRIKES AND LOCKOUTS 76
ARTICLE 29	OBLIGATION TO SUPPORT 77
ARTICLE 30	FULL UNDERSTANDING, MODIFICATION, WAIVER 78
ARTICLE 31	CONTRACTING OUT AND TRANSFER OF FUNCTIONS..... 81
ARTICLE 32	AUTHORIZED AGENTS 82
ARTICLE 33	PROVISIONS OF LAW 83
ARTICLE 34	MANAGEMENT RIGHTS..... 84
ARTICLE 35	DENTAL REGISTRY..... 85
ARTICLE 36	DIGNITY AND PROFESSIONALISM IN THE WORKPLACE 87
ARTICLE 37	PROFESSIONAL JUDGMENT 88
ARTICLE 38	PSYCHIATRY REGISTRY 89
ARTICLE 39	DMH PROVIDER SERVICE IMPROVEMENT PROJECTS 91
	SIGNATURE PAGE i
	ATTACHMENT A - PHYSICIAN D SCHEDULE TABLEA

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Union of American Physicians and Dentists, (hereinafter UAPD) was certified on October 27, 2003, by County's Employee Relations Commission (Employee Relations Commission ACR 10-03) as the majority representative of County Employees in the Mental Health Psychiatrists/Dental Personnel Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission.

Management hereby recognizes UAPD as the certified majority representative of the Employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in Article 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize UAPD as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and UAPD has shown it has met the requirements of any such new rules.

ARTICLE 3 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of UAPD and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, gender, gender – identity, sexual orientation, age, national origin, political or religious opinions or affiliations, or disabilities, or factors not directly related to successful performance of the job.

The parties recognize and agree that non-merit factors do not include employee conduct prohibited by law.

ARTICLE 4 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors.

It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including Title 6 of the Los Angeles County Code, required to implement the full provisions of articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2018. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2021.

ARTICLE 6 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from June 15, 2021, through July 1, 2021, its written request to commence negotiations as well as its full and complete proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than July 15, 2021. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2021, unless the parties mutually agree to continue negotiations.

ARTICLE 7 SALARIES

Section 1. Recommended Salary Adjustment

The parties jointly agree, subject to the Board of Supervisors' declaration of a Financial Crisis as defined in Section 1(A), to recommend to County's Board of Supervisors that the compensation of employees in this unit shall be as provided as follows:

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the date indicated:

2 percent (8 levels) effective January 1, 2019

2.5 percent (10 levels) effective October 1, 2019

2.5 percent (10 levels) effective October 1, 2020

Fiscal Emergency Language

When mutually agreed to by the parties and if a legitimate fiscal emergency exists, the MOU may be reopened on the issues of the third-year wage agreement.

Mental Health Psychiatrist:

Effective January 1, 2019, the compensation for Mental Health Psychiatrist (Item #4735) shall be as provided for in the Physicians Pay Plan when the Board adopts and implements the salaries applicable to employees in the Unit on the dates and in the manner indicated.

The salaries shall be based on range D14 as provided for in Attachment A of this MOU.

A. Salary upon initial appointment

Original appointment shall be at the rate designated as the first step, except in the case of transfer, demotion, promotion, or special step placement. This will establish a step anniversary date pursuant to Section 6.08.270 of the County Code.

B. Step Advancement under Schedule D

Mental Health Psychiatrists eligible to receive step advances will be advanced one step within the applicable range upon completion of one year of service, and upon certification by the department head (or his/her designate) that the physician has met performance standards as agreed upon by the County and the Union. Step advancement will continue until the employee has reached the top of the range.

C. Revision to Schedule D

Effective January 1, 2019, the Physician Pay Plan will be condensed, current steps one through ten will be removed, making current steps 11 through 20, the new steps one through ten.

Under the condensed Physician Pay Plan, incumbent Mental Health Psychiatrist will be placed on the closest step of the appropriate Grid Level (D14) that does not constitute a decrease in pay.

D. Mental Health Services Act

To enhance DMH's potential for revenue under the Mental Health Services Act; the parties agree that Mental Health Psychiatrists (Item No. 4735) in clinical staff assignments will adhere to industry standards requiring that 65% of their work hours be spent on direct patient services.

The parties further agree that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4751	DENTAL HYGIENIST	CURRENT	NM	91A	4940.00	6479.00
		01/01/2019	NM	91J	5038.91	6608.45
		10/01/2019	NM	92H	5165.09	6773.45
		01/01/2020	NM	93A	5216.00	6840.00
		10/01/2020	NM	93L	5346.00	7010.91
		01/01/2021	NMO	93L	5346.00	7203.45
4767	DENTAL SPECIALIST	CURRENT	N3MW	120C	12149.36	15095.09
		01/01/2019	N42	D03		
		10/01/2019	N42	D03		
		01/01/2020	N42	D03		
		10/01/2020	N42	D03		
		01/01/2021	N42	D03		
4767	DENTAL SPECIALIST-MAXILLOFACIAL	CURRENT	N3MW	120C	12149.36	15095.09
		01/01/2019	N42	D28		
		10/01/2019	N42	D28		
		01/01/2020	N42	D28		
		10/01/2020	N42	D28		
		01/01/2021	N42	D28		
4763	DENTIST	CURRENT	NMW	116C	9779.73	13542.45
		01/01/2019	N42	D01		
		10/01/2019	N42	D01		
		01/01/2020	N42	D01		
		10/01/2020	N42	D01		
		01/01/2021	N42	D01		

4735 MENTAL HEALTH PSYCHIATRIST	CURRENT	N42	D13		
	01/01/2019	N42	D14		
	10/01/2019	N42	D14		
	01/01/2020	N42	D14		
	10/01/2020	N42	D14		
	01/01/2021	N42	D14		
4766 SENIOR DENTIST	CURRENT	N2MW	118J	11063.73	14511.36
	01/01/2019	N42	D02		
	10/01/2019	N42	D02		
	01/01/2020	N42	D02		
	10/01/2020	N42	D02		
	01/01/2021	N42	D02		
4772 VISITING DENTIST	CURRENT		FS		276.50
	01/01/2019		FS		282.03
	10/01/2019		FS		289.08
	10/01/2020		FS		296.31
4773 VISITING DENTIST	CURRENT		FD		552.87
	01/01/2019		FD		563.93
	10/01/2019		FD		578.03
	10/01/2020		FD		592.48

Dental Professionals

- a. Effective January 1, 2019, the compensation for Dentist (Item No. 4763), Senior Dentist (Item No. 4766), and Dental Specialist (Item No. 4767) shall be as provided for in the Physician Pay Plan when the Board adopts and implements the salaries applicable to employees in the Unit on the dates and in the matter indicated. The identified Dental Professionals will be compensated as follows:
 - i. Dentist salaries shall be based on range D01 as provided for in Attachment A of this MOU.
 - ii. Senior Dentist salaries shall be based on range D02 as provided for in Attachment A of this MOU.

iii. Dental Specialist – Oral Maxillofacial Surgery salaries shall be based on D28 as provided for in Attachment A of this MOU.

iv. All other Dental Specialist (Dental Public Health, Endodontics, Oral Pathology, Pedodontics, Periodontics, Prosthodontics, and Orthodontics) salaries shall be based on D03 of this MOU.

b. Salary Upon Transition to Schedule D

Incumbent Dental Professionals who were employed by the County effective January 1, 2019 and earlier shall be placed on the nearest step of the identified D schedule that does not result in a reduction in base salary. “Base Salary” is defined as grid salary exclusive of any bonuses.

c. Step Advancement under Schedule D

Dental professionals eligible to receive step advances will be advanced one step within the applicable range upon completion of one year of service, and upon certification by the department head (or his/her designate) that the physician has met performance standards as agreed upon by the County and the Union. Step advancement will continue until the employee has reached the top of the range

Dental Hygienist

- a. Full-time permanent Dental Hygienist (Item No. 4751) in this Unit who are below the top step of their respective salary ranges and who are eligible for step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department head in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this Section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
 - (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration.

The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 2. Salaries

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 8 SPECIAL PAY PRACTICES

Section 1. Detention and Correctional Facilities Assignment

Any person employed by the Department of Mental Health in a position of Mental Health Psychiatrist (Item No. 4735) and who is permanently assigned to work in a Los Angeles County detention or correctional facility shall receive an additional 5.5 percent above compensation provided for in Article 7.

Upon the integration of the Department of Mental Health, Jail Mental Health Services into the Department of Health Services, qualifying classifications permanently assigned to work within a Los Angeles County detention or correctional facility shall continue to receive the 5.5 percent above compensation.

Upon the integration of the LA County Sheriff's Department, Medical Services Bureau and the Department of Mental Health Jail Mental Health Services, into the Department of Health Services, Dentist (Item No. 4763). Senior Dentist (Item No. 4766), Dental Specialist (Item No. 4767), and Dental Hygienist (Item No. 4751), permanently assigned to a Los Angeles County detention or correction facility will receive an additional 5.5 percent above compensation.

Effective March 1, 2019, Dentist (Item No. 4763) permanently assigned to a Los Angeles County Juvenile Correctional (Detention) Health Services facility will receive an additional 5.5 percent above compensation.

Compensation pursuant to this section does not constitute a base rate.

If an employee's permanent detention or correctional facility assignment ceases, the bonus shall be discontinued on the employees last day of permanent assignment.

During the term of this contract the effectiveness of the above referenced Mental Health Psychiatrist detention bonus shall be evaluated annually. Should County management determine the detention bonus fails to successfully help with the recruitment and retention efforts of Mental Health Psychiatrist, the parties agree to meet to discuss the feasibility of increasing the bonus.

In no case shall a Mental Health Psychiatrist, Dentist, Senior Dentist, Dental Specialist, or Dental Hygienist receive more than the 5.5% in this section.

Section 2. Drug Enforcement Agency (DEA) License Fee Waiver

Upon request by a permanent, full-time Mental Health Psychiatrist (Item No. 4735), Dentist (Item No. 4763), Senior Dentist (Item No. 4766) or Dental Specialist (Item No. 4767), the Department will complete a request to the Drug Enforcement Agency (DEA) to waive the DEA License Fee.

Section 3. Board Certification

Psychiatrist

Any persons appointed to the position of Mental Health Psychiatrist, who has obtained certification by the appropriate American Medical Specialty Board in the specialty to which he/her is assigned, shall receive additional compensation as follows:

- a. Any person appointed to the position of Mental Health Psychiatrist who, on June 30, 1979, was receiving credit for three additional steps for board certification, who has remained continuously assigned to the specialty for which such credit was granted shall receive a flat monthly bonus equal to 8.25 percent of the step on the appropriate D Schedule to which he/she is entitled based upon experience. Such bonus shall only be given for certification in one specialty.
- b. All other persons employed as Mental Health Psychiatrist, shall receive a flat rate monthly bonus equal to 5.5 percent of the step on the appropriate D Schedule to which they are entitled based upon experience. Such bonus shall only be given for certification in one specialty. Such compensation shall not be effective before the first day of the month in which the department head notifies the Chief Executive Officer of his eligibility for such credit.
- c. Any person who ceases to be eligible for any credit provided in this Section shall cease to receive said credit.

Dental Professionals

Any person appointed to the position of Dentist, Senior Dentist, or Dental Specialist, who has obtained certification by the American Dental Association, the American Board of General Dentistry, or a nationally recognized Dental Board (approved by the Department) in the specialty to which he/she is assigned, shall receive a 2% bonus.

The Board Certification Bonus will become effective the first pay period following written proof by the employee, in the form of an official copy of the certification received, being submitted to the departmental Human Resources Office.

Bonus pay shall be effective so long as the board certification remain active and/or the employee's assignment in said specialty continue. Should an employee's certification become inactive and/or should the employee no longer be assigned to said specialty, the bonus pay shall cease effective the last date of active status and/or the last date of specialty assignment.

Compensation pursuant to this section shall not constitute a base rate.

Section 4. Standby Pay

Whenever a permanent, full-time Mental Health Psychiatrist (Item No. 4735), Dentist (Item No. 4763), Senior Dentist (Item No. 4766), or Dental Specialist (Item No. 4767) is assigned regularly scheduled periods of standby service at off-duty times, which assignments cause inconvenience and restrict normal activity during such off-duty periods, the employee shall receive \$7.35 per hour during said assignment. Assignment to standby duty requires the prior annual authorization of the Chief Executive Officer.

No combination of standby pay and/or overtime compensation shall exceed 60 percent of a physician's base monthly salary, calculated twice each month; once for the period of the 1st through the 15th of the month and once for the period of the 16th through the end of the month.

In no event shall a Mental Health Psychiatrist (Item No. 4735), Dentist (Item No. 4763), Senior Dentist (Item No. 4766) or Dental Specialist (Item No. 4767) receive compensation for overtime during a period of standby duty.

Section 5. Certification bonus for more than one specialty

UAPD and the County agree to meet within 180 days of Board of Supervisors' approval of this MOU to discuss the feasibility of creating a 2.75% bonus for providers who have Board certification in more than one specialty. If it is determined to be feasible, the parties agree to discuss guidelines for implementation during the next negotiations for a successor MOU.

Effective November 1, 2015, Mental Health Psychiatrists (Item no. 4735) who are Board-Certified in Child Psychiatry, and/or Addiction Psychiatry, and/or Forensic Psychiatry, and/or Addiction Medicine, shall receive 2.75% of the base salary on the appropriate D schedule. This bonus shall not constitute a base rate.

Effective March 1, 2019, Mental Health Psychiatrists (Item No. 4735) who are Board – Certified in Geriatrics and/or Consultation Liaison, shall receive 2.75% of the base salary on the appropriate D schedule. This bonus shall not constitute a base rate.

In no case shall a Mental Health Psychiatrist receive more than the 2.75% in this section.

Section 6. Special Credits

Effective November 1, 2015, any Mental Health Psychiatrist (Item No. 4735) permanently assigned to work at Los Angeles County High Desert Health Systems (Palmdale or Lancaster) shall receive 5.5% of the base salary on the appropriate D. schedule.

The bonus shall not constitute a base rate.

Any person who ceases to be eligible for any credit provided in Section 6 shall cease to receive said credit.

During the term of this contract, the effectiveness of the above referenced credit shall be evaluated annually. Should County management determine the special credit fails to successfully help with recruitment and retention efforts; the special credit shall cease effective September 30, 2021 and shall not be reinstated without authorization of the Chief Executive Officer.

Section 7. Weekend Differential

Department of Mental Health Psychiatrists who work on a weekend shall receive an additional bonus of \$5.00 for each hour worked on a weekend. For the purpose of paying the weekend bonus, a weekend shall be defined as any hours occurring between the hours of 7:00 p.m. and Friday through 7:00 a.m. Monday.

Section 8. Qualified Bilingual Bonus Status

Within 180 days of Board of Supervisors' approval of this MOU, the Labor Management Transformation Committee agrees to convene a Work Group to discuss the creation and implementation of a two tiered "medically" qualified bilingual bonus for Department of Health Services employees providing cultural and linguistic appropriate services. Should all parties comprising said Work Group reach a consensus, the County agrees to present to the Chief Executive Officer for implementation.

ARTICLE 9 EMPLOYEE BENEFITS

Section 1.

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 10 BULLETIN BOARDS

Management will furnish adequate bulletin board space to UAPD where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available.

The boards shall be used for the following subjects:

- A. UAPD recreational, Social and related UAPD news bulletins;
- B. Scheduled UAPD meetings;
- C. Information concerning UAPD elections or the results thereof;
- D. Reports of official business of UAPD including UAPD Newsletters, reports of committees of UAPD; and
- E. Any other written material which first has been approved and initialed by the designated representative of the department head. The designated representative must either approve or disapprove a request for posting within 24 hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

ARTICLE 11HEALTH AND SAFETYSection 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. UAPD will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practice, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, any employee has the right to submit the matter either personally or through the steward to his/her department head or his/her designated representative who will respond in writing within 10 business days.

If the employee or his representative is not satisfied with the response of the department head or his/her designated representative, the Union may consult with the Environmental Health Division of the Chief Executive Office, or his designate. A representative of such branch shall respond to the department head and the Union within ten (10) days. If the Union is not satisfied with the response of the Chief of the Environmental Health Division, the issue may be taken within ten (10) days to arbitration as set forth in Article 14 (Grievance Procedure). During such ten (10) days, consultation between the department head and the Union will take place.

Section 2.

Management and UAPD agree that Williams-Steiger Occupational Safety and Health Act of 1970, the California Occupational Safety and Health Act of 1973, and California Senate Bill 198 shall be binding on both parties.

Section 3. Safety Training

Management will provide Management of Assaultive Behavior Training once per year and a fire and earthquake drill at least every six (6) months in each department-controlled facility.

Section 4. Safety Committee

Each Mental Health Clinic shall have a health and safety committee.

The responsibilities of the committee shall be to:

Alert management to all safety and security concerns, including identifying potential safety, health, and security problems in the clinic before they become immediate, and make recommendations to management for their solution.

Annually, or at other times as conditions warrant, review existing office safety procedures and make recommendations to management for improvements and other alterations to meet changing safety, security, and health conditions.

Obtain comments and other input from staff on safety, security, and health conditions in the clinic and suggestions for improvements.

Provide input to clinic management for the office's fire and earthquake procedures and participate in planning and conduct of fire and earthquake drills.

Oversee regular inspections of equipment and environment as they relate to safety, security, and health conditions in the clinic.

Provide to clinic management recommendations for various safety training programs for staff, such as "Management of Assaultive Behavior."

The committee shall be composed of the clinic's safety officer, one management representative, and one clinic employee, mutually selected by the unions, representing all of the clinic employees in certified bargaining units.

The committee shall meet monthly on County time. The recommendations of the committee shall be advisory in nature.

Section 5. First Aid Kits

Management shall maintain adequate first aid kits at all work facilities.

Section 6. Emergency Alarm Systems

Sheriff's Department management shall maintain emergency alarm systems, including the personal alarms and panic buttons, in accordance with applicable Department and State standards.

The Department of Mental Health shall make every reasonable effort to regularly inspect and maintain panic buttons wherever they are currently installed in DMH-controlled facilities.

Testing and inspection reports may be reviewed upon request by UAPD.

ARTICLE 12 WORK SCHEDULE

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by Chapter 6.12 of the Los Angeles County Code.

Section 1. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (See Section 5), employees' work schedules shall not be changed without notice to the employee at least ten (10) working days before the change is to be implemented. Irregular work schedules shall not be changed without notice to the employee at least ten (10) working days prior to the date the change is to be effective.

Section 2. Workweek

The normal workweek shall be five (5) consecutive workdays and two days of rest in a seven consecutive day period except as provided in Section 4.

Section 3. Work Day

For full-time employee, eight (8) hours shall constitute a regular work day, unless a flextime work schedule has been arranged pursuant to Section 6.

Section 4.

Nothing herein shall be construed to affect in any manner whatsoever irregular workday or workweek assignments required for the maintenance of necessary operations.

Section 5. Emergencies

Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency, with management making every reasonable effort to resolve the emergency conditions.

Section 6. Flexible Working Hours

Nothing herein shall preclude management from establishing flextime work schedules (Except 4/10, 9/80). Upon request, a Unit member may be permitted a flextime schedule as mutually agreed upon by the employee and management.

Approval for flexible work schedules shall not be unreasonably withheld.

ARTICLE 13 OUT-OF-CLASS ASSIGNMENTSection 1. Mental Health Psychiatrists

This section shall only apply to any person employed by the Department of Mental Health in a position of Mental Health Psychiatrist (Item No. 4735):

A. Definition

1. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated, vacant^{1*}, funded position in the class of Supervising Mental Health Psychiatrist (Item #4737), Chief Mental Health Psychiatrist (Item #4739), Mental Health Clinical District Chief, MD (Item #5492), Mental Health Clinical Program Head, MD (Item #5493), Deputy Director, MD, Mental Health (Item #5491), Medical Director, MD, Mental Health (Item #4567) by an individual in the class of Mental Health Psychiatrist (Item #4735).

2. The bonus payable shall be 5 percent of the base salary of the Mental Health Psychiatrist, MD (Item #4735) not to exceed the difference between the employee's monthly rate of pay as a Mental Health Psychiatrist (Item #4735) and the monthly rate of pay for the higher level administrative class to which the employee is assigned calculated as if the employee had been appointed to the higher level administrative class. This bonus shall not constitute a base rate.

[*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.]

B. Conditions

1. a. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid; or

return the employee to an assignment as Mental Health Psychiatrist, (Item #4735).

- b. If such return is made within 30 days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. This bonus is paid from the date of request for relief and terminates when the conditions of this Article are no longer met.

- c. This bonus is not applicable to persons employed on a temporary, recurrent, or less than full-time basis.

2. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

C. Special Provisions

1. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
2. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated administrative classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.
3. It is agreed that the provisions of this article will only be applied to Mental Health Psychiatrists (Item #4735) employed by the Department of Mental Health.

4. Upon the employee's written request, a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

Section 2. Dental Professionals

This section shall only apply to any person employed in a position of Dentist (Item No. 4763), Senior Dentist (Item No. 4766) or Dental Specialist (Item No. 4767):

A. Definition

1. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated, vacant*, funded position in one class by an individual in another class.
2. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class.

This bonus is paid pursuant to the conditions described below.

* For the purpose of this article, vacancies due to leaves of absence shall be defined as in the County Code Section 6.20.110.

B. Conditions

1. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, Management shall upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid; return the employee to an assignment in his/her own class.

If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus from the date of request for relief and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full-time basis.

2. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

C. Special Provisions

1. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

2. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

3. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

4. Upon the employee's written request, a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

5. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 14 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and recommended by the Department Head or designated Management representative and approved by the Chief Executive Office. The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If an employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, he/she shall be returned to an assignment in his/her own classification and notified of the action in writing.

To qualify for this additional compensation a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules (approximately 5.5 percent); or

2. Performs all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules (approximately 5.5 percent), unless the difference between the employee's class and the higher level class is less than two standard schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision of paragraph 2 above does not apply to employees on short term higher level assignments of two weeks or less.

In no event shall an employee receive compensation pursuant to this section and receive out of class bonus pursuant to Article 13 (Out-of-Class Assignment) for the same assignment.

The additional compensation provided in this section shall not constitute a base rate.

ARTICLE 15 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that the employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. Prior to its placement in the personnel file, the employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign. The employee will be given a copy of any material to be placed in his/her personnel file, prior to its placement in the file.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted.

Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement. Within 30 days of his/her knowledge of a written statement regarding employee performance or conduct, the employee is entitled to place a written statement in his/her file stating reasons for disagreement with the written statement. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope, it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee, on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

The annual Performance Evaluation must be prepared and signed by a County employed Management physician/dentist. All disciplinary actions taken against a physician/dentist must be reviewed and approved by a Management physician/dentist.

ARTICLE 16 TRANSFERSSection 1. Mental Health Psychiatrist

This section shall only apply to any person employed by the Department of Mental Health in a position of Mental Health Psychiatrist (Item No. 4735):

A. Voluntary

Any employee covered herein may submit a written request for transfer and have their name placed on a list to be kept by the supervisor of the work location to which the employee is requesting a transfer. The request shall remain valid for one year unless withdrawn or renewed by the employee. It is understood that the request is for an available vacant position in the same classification within the employee's department.

Management will consider these requests when filling vacancies.

B. Management-Initiated Transfer

When it becomes necessary to transfer an employee on an involuntary basis the department will make every effort to give the employee at least 10 business days written notice.

When the demands of the service require an employee be transferred to fill a vacancy, the selection of the employee to be transferred shall be based upon the needs of the operation, the physician's seniority, academic training and skills, and pre-expressed geographic preferences. Before initiating an involuntary transfer, management agrees to consider transfer requests made within the previous six months.

Section 2. Dental Professionals

This section shall only apply to any person employed in a position of Dentist (Item No. 4763), Senior Dentist (Item No. 4766) or Dental Specialist (Item No. 4767):

A. Voluntary

Any employee covered herein may submit a written request for transfer within his/her own department and have his/her name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer.

Management agrees to consider employees' requests for transfer at the time vacancies are to be filled. Employees wishing to transfer will forward to Management a written request indicating their desire for a transfer, the reason for the request, and a resume of their training and experience.

These written requests will be maintained in an active file within the appropriate office to which it was sent for a period not to exceed six (6) months. Employees desiring to keep their individual request active beyond the above time limit must submit a new written request.

If the employee has been rated competent or better on his/her last performance evaluation and meets the official posted qualifications for the position, Management shall give serious consideration to his/her transfer request. However, this Article in no way is intended to limit Management's authority to make appointments.

B. Management-Initiated Transfer

When it becomes necessary to transfer an employee on an involuntary basis, the department will make every effort to give the employee at least 10 business days written notice.

When the demands of the service require an employee be transferred to fill a vacancy, the selection of the employee to be transferred shall be based upon the needs of the operation, the dentist's seniority, academic training and skills, and geographic location. Before initiating an involuntary transfer, management agrees to consider transfer requests made within the previous six months.

ARTICLE 17 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his immediate supervisor.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. UAPD agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. UAPD agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

3. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify UAPD, of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The UAPD representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the UAPD representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant.

Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Step 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by the employee's department head. The department head has the authority to waive the middle management step if such a step is not appropriate because of the size of his/her department.

The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Step 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the department head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee. However, the department head or designate is not limited to denying a grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the department head or his/her designated representative shall be final.

Section 8. Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the department head, or his/her designated representative, UAPD, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination;
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event UAPD desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 18 GRIEVANCES - GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between UAPD and Management concerning the interpretation or applicable of any of the provision of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from its knowledge of such an occurrence where the Union has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, the Union may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten business days of such meeting, and in the event the matter is not satisfactorily resolved; the Union shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter.

For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his authorized representative.

- C. Within ten (10) business days from receipt of Management's written decision if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8 of Article 14, (Grievance Procedure) the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 14 (Grievance Procedure) of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 14 (Grievance Procedure) of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the applications of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in this unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 14 (Grievance Procedure) hereof.

ARTICLE 19 STEWARDS

It is agreed by the parties of the Memorandum of Understanding that UAPD may select a reasonable number of stewards for this Unit. UAPD shall give to the department head a written list of employees from his department who have been selected as stewards. This list shall be kept current by UAPD.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absences would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undo interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday and holidays after the time of the steward's request, unless otherwise agreed to.

The UAPD agrees that a steward shall not log compensatory time or premium pay time for his time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

ARTICLE 20 PAYCHECK ERRORSSection 1. Underpayments

If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Management will rectify the underpayment within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller.

An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he is willing to accept an adjustment on the following payroll warrant if he does not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee, Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to a termination of employment. County agrees to consult with the Union on this issue within 90 days after implementation of this MOU, in accordance with the Employee Relations Ordinance [5.050.090) (A)].

Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with Step 3 of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was incorrect.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount or percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 21 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

Management agrees to honor all authorizations for payroll deduction of Union dues payments to the Union and to remit such payments to the Unions within thirty (30) business days after the conclusion of the month in which said dues and deductions were deducted pursuant to such authorization. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions. Any employee inquiries to cancel or change deductions shall be referred to the Union.

The Union hereby certifies that each employee whose name is presented for deductions has signed a written authorization which authorizes the Union to request that management deduct from his or her salary or wages the amount specified by the Union. The Union has and will maintain an authorization on behalf of each such employee.

Section 2. Security Clause

Any employees in this Unit who have authorized UAPD dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in this Unit may terminate such UAPD dues during the period of March 1 through March 15 of any year, by notifying the UAPD of their termination of UAPD dues deduction. Such notification shall be by mail and should

be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of UAPD from which dues deductions are to be canceled.

The UAPD will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. List of New Employees/Separations

Upon payment of initial programming costs and monthly maintenance cost as determined by the Auditor-Controller, Management shall provide the Union with access to employee lists via Internet on a monthly basis. The Auditor-Controller will furnish UAPD with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, department, time base, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding.

Management will make available to each new employee entering the Unit a card furnished by UAPD explaining to the employee the status of UAPD as the certified majority representative for employee in the unit as follows:

UAPD has been certified as your majority representative. UAPD is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment. If you want information, or if you wish to join UAPD, call (310) 398- 4038 or your Grievance Committee person where you work.

UAPD

1960 East Grand Ave., Suite 810

El Segundo, California 90245

Section 4. Indemnification Clause

The Union understands and acknowledges that Management will rely upon the foregoing representations in making deductions, in the amounts specified by the Union from salaries/wages of individual employees whose name(s) are presented for deductions and that the employer shall not be required to make further investigation or inquiry regarding the accuracy of those representations prior to making such deductions.

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 22PROFESSIONAL COMMITTEEPSYCHIATRISTS

The County and the Union agree to dissolve the MEDICAL PRACTICE COMMITTEE and to establish a PROFESSIONAL COMMITTEE consisting of three bargaining unit members and three management members. The objective of the committee shall be to make recommendations regarding medical policies and procedures to the Medical Director of the Department of Mental Health. The committee shall meet quarterly or as often as the committee deems necessary, during working hours and address the following issues:

1. Staffing and workload.
2. Information technology and its impact on medical practice in the workplace.
3. Standards of Medical Practice.
4. Progress of the Psychiatry Registry
5. Other issues of mutual concern.

Minutes shall be kept and distributed to all committee members. The committee shall decide how to conduct its business in a manner conducive to achieving results.

DENTAL PROFESSIONALS

Management agrees to the establishment of a professional committee made up of unit members. The number of committee members shall be determined by mutual agreement of the Management of the affected departments and the Union.

The committee shall meet no more than three times each fiscal year. The employees may use two hours of County time for each meeting and employees will seek prior permission from their supervisors to attend. The Director of Health Services or his designee shall attend a meeting of the Professional Committee upon invitation from that committee.

ARTICLE 23 PERFORMANCE EVALUATION

Section 1.

When a physician files a grievance on a performance evaluation, the performance evaluation shall be formally reviewed by a management physician at one of the grievance levels.

Section 2.

When a dental professional files a grievance on a performance evaluation, the performance evaluation shall be formally reviewed by a management dental professional at one of the grievance levels.

ARTICLE 24 CONTINUING MEDICAL EDUCATION

The purpose of Continuing Medical Education is to increase the skills and effectiveness of members of this bargaining unit. It is the policy of the County to support staff in pursuing education in order to promote and encourage the meeting of licensor requirements and the upgrading of skills and knowledge for the effective delivery of mental health services.

Section 1. Psychiatrists

Full-time, permanent, Mental Health Psychiatrists may be allowed up to ten (10) days or eighty (80) hours per year for preapproved continuing education purposes. Upon management approval, Mental Health Psychiatrists may use CME time for verifiable activities related to maintenance of certification. Continuing Education provided by County departments shall not count towards these ten (10) days or eighty (80) hours per years. Up to ten (10) days or eighty (80) hour may be home study.

Part-time, Mental Health Psychiatrists on permanent status working at least 16 hours per week may be allowed up to five (5) days or 40 (forty) hours per calendar year for pre-approved continuing education purposes. Continuing Education provided by County departments shall not count toward these five (5) days of forty (40) hours per calendar year.

Travel is included as part for continuing education allowable and shall be deducted from the ten (10) days or eighty (80) hours per year for full time permanent employees; or five (5) days or forty (40) hours per year for part-time Mental Health Psychiatrist on permanent status working at least twenty (20) hours per week.

Attendance at Continuing Medical Education activities, including home study, requires prior management approval. Such approval shall not be unreasonably denied.

“Home study” include, but is not limited to, studying for Board Certifications, Board Recertifications, Journals, and any educational activities that enhance medical skills approved through the department.

At the discretion of the supervisor, employees may be required to provide a summary of their home study activities including the topics covered, and an explanation of how the home study contributes to the employee’s performance of their County work assignment.

There shall be no accumulation of Continuing Medical Education leave.

Section 2. Dental Professionals

Each Dentist, Senior Dentist, and Dental Specialist shall be allowed up to a maximum of sixty (60) hours of County time per year for the purpose of meeting mandatory continuing education requirements. Each Dental Hygienist shall be allowed up to a maximum of twenty (20) hours of County time per year for the purpose of meeting mandatory continuing education requirements.

Management will allow permanent part-time Dentists, Senior Dentists and Dental Specialists who work at least 16 hours per week but less than forty (40) hours per week on a continuing basis up to a maximum of sixteen (16) hours of County time per year for the purpose of meeting mandatory continuing education requirements during the term of the MOU.

Management will allow permanent part-time Dental Hygienists who work at least sixteen (16) hours per week but less than forty (40) hours per week on a continuing basis up to a maximum of eight (8) hours of County time for the purpose of meeting mandatory continuing education requirements during the term of the MOU. Approval of continuing education shall not be unreasonably denied.

Management will consider requests which are submitted with adequate lead time. In reviewing the request, Management will consider the needs of the service. Approval of continuing education shall not be unreasonably denied.

Travel is included as part of continuing education allowable and shall be deducted from the sixty (60) hours per year for full time permanent employees; or sixteen (16) hours per year for part-time dental professionals on permanent status working at least 16 hours per week.

Attendance at Continuing Medical Education activities, including home study, requires prior management approval. Such approval shall not be unreasonably denied.

“Home study” includes, but is not limited to, studying for Board Certifications, Board Recertifications, Journals, and any educational activities that enhance medical skills approved through the department.

At the discretion of the supervisor, employees may be required to provide a summary of their home study activities including the topics covered, and an explanation of how the home study contributes to the employees performance of their County work assignment.

There shall be no accumulation of Continuing Medical Education leave.

Article.

ARTICLE 25 LEGAL REPRESENTATIONSection 1. Legal Proceedings

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in said Government Code.

Physicians shall cooperate fully with County in the administration of this article.

Management will consult with the affected physician prior to settlement.

1. When a doctor is named as party to a lawsuit; as a result of any action or omission occurring in the performance of their duties and within the scope of employment, the doctor will receive legal representation by County Counsel.
2. Before any roundtables, death reviews, meetings with County Counsel and any other meetings, the employee will be able to review the patient record in question.

Section 2. DMH and DHS Administrative Proceedings

Members of this bargaining unit are required to inform their direct supervisor in writing within 10 business days of receipt of a notice from the state Medical or Dental Board that they are the subject of an inquiry or investigation arising from their County employment.

The Departments of Mental Health and Health Services agree to provide assistance to physicians or dentists in responding to Medical or Dental Board inquiries in accordance with California Government Code 995(6). Nothing herein shall be deemed to require the provision of assistance where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between the County and the employee.

ARTICLE 26 UNION REPRESENTATIVE ACCESS

Authorized UAPD representatives will be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on the bulletin boards. UAPD representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the department head or his designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. UAPD agrees that its representatives will not purposely interfere with operations of department or any facility thereof.

UAPD shall give to the department head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by UAPD. Access to work locations will only be granted to representatives on the current list.

ARTICLE 27 PARKING

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

County Management will continue to make every reasonable effort to provide safe and adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

ARTICLE 28 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 29 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither UAPD nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 30 FULL UNDERSTANDING, MODIFICATION, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement, it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change, it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a Department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Mental Health Psychiatrist.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for their resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 31 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request for Proposal is approved by the Chief Executive Officer, the Labor Relations Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 32 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, CA 90012); Telephone: (213) 974-4029, except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The Union of American Physicians & Dentists' principal authorized agent shall be the Regional Administrator or his duly authorized representative (Address: 1960 East Grand Avenue, Suite 810, El Segundo, CA 90245); Telephone: (310) 398-4038; Facsimile: (310) 398-6427.

ARTICLE 33PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles; and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provision shall be suspended and superseded by such applicable law, regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 34MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any County department during the term of this agreement; however, management shall at the earliest time possible meet and confer with the union on the impact of any decision to reorganize when such issues are not covered by Civil Service Rules or Memorandum of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 35 DENTAL REGISTRY

The County finds that there is a need for flexibility in staffing to meet changing patient census numbers, and requirements for specialty services. This need has typically been met through contract registries. To determine whether it is more cost-effective to provide supplemental services using County dentists, the parties agree to create a pilot Dental Registry composed of members of this bargaining unit.

Each County department wishing to participate in the registry shall designate a coordinator for the Dental Registry. Employees in this bargaining unit who elect to join the departmental Dental Registry will notify the coordinator of their interest and provide him/her with their availability for work on a monthly basis.

Dentists will not be eligible for registry work during a workweek in which they have taken time off without pay or taken exempt leave (019 time).

Full-time permanent County employees on the registry will be placed on an additional temporary position pursuant to Section 6.16.010 of the County Code. Supplemental temporary work on the additional position may not exceed 24 hours in any one calendar week, per existing restrictions on outside employment.

Compensation for the additional temporary position shall be 135% of the employee's normal base hourly wage. Hourly rates will be capped at 75% of the top tier rate for contractors in that dental specialty, or 110% of the dentist's normal base hourly wage, whichever is greater. This will be the total compensation for the temporary position. The secondary position will be without benefits of any kind.

If the CEO determines that there is a shortage of dentists within one of the dental specialties, the hourly rate may be adjusted.

Part-time temporary employees who do not hold another County position may elect to be paid at the higher hourly rate for their specialty if they agree to forego all benefits. Otherwise, they will be paid at the established hourly rate for their specialty.

The parties agree to conduct a study of the pilot to determine if the registry was successful in addressing the need for flexible dental services at a lower cost than contract registries.

ARTICLE 36DIGNITY AND PROFESSIONALISM IN THE WORKPLACE

UAPD and management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members. Labor and management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

ARTICLE 37 PROFESSIONAL JUDGMENT

Management will make a reasonable effort to ensure that Unit 325 employees shall not practice, nor shall they be required to practice, in any manner which places their professional license(s) in jeopardy.

This article shall not be subject to the grievance and arbitration provisions of this MOU.

ARTICLE 38 PSYCHIATRY REGISTRY

The County finds that there is a need for flexibility in staffing to meet changing patient census numbers, and requirements for specialty services. This need has typically been met through contract registries. To determine whether it is more cost-effective to provide supplemental services using County Psychiatrists, the parties agree to create a pilot Psychiatry Registry composed of members of this bargaining unit.

Each County department wishing to participate in the registry shall designate a coordinator for the Psychiatry Registry. Employees in this bargaining unit who elect to join the departmental Psychiatry Registry will notify the coordinator of their interests and provide him or her with their availability for work monthly. It is the Psychiatrist responsibility to apply for the Psychiatry Registry item.

Mental Health Psychiatrists will not be eligible for registry work during a workweek in which they have taken time off without pay or taken exempt leave (019 time).

Full-time permanent County employees on the registry will be placed on an additional temporary position pursuant to Section 6.16.010 of the County Code. Supplemental temporary work on the additional position may not exceed 24 hours in any one calendar week, per existing restrictions on outside employment.

Compensation for the additional temporary position shall be a rate of \$225 per hour. The secondary position will be without benefits of any kind.

If the CEO determines that there is a shortage of Mental Health Psychiatrists, the hourly rate may be adjusted.

Part-time, temporary, employees who do not hold another County position may elect to be paid at the higher hourly rate of \$250 per hour, if they agree to forego all benefits. Otherwise, they will be paid at the established hourly rate for full-time permanent County employees.

The County agrees to give, eligible, full-time permanent bargaining unit members priority consideration in covering available shifts, based upon his or her qualifications, as determined by Management.

Management will consider several factors when determining a Psychiatrist's qualifications, such as operational needs, the Psychiatrist's seniority, academic training and skills.

The parties agree to conduct a study of the pilot to determine if the registry was successful in addressing the need for flexible Psychiatry services at a lower cost than contract registries.

This article will expire on September 30, 2021. It may be renewed by mutual consent.

ARTICLE 39 DMH PROVIDER SERVICE IMPROVEMENT PROJECTS

The Department of Mental health agrees to pay the sum of \$300,000, to the Union of American Physicians and Dentist (UAPD) during the term of this contract for the sole purpose of funding Provider Service Improvement Projects (i.e. Provider care enhancements).

The Department of Mental Health agrees to make an initial lump sum payment of \$100,000 to UAPD covering the 2018-2019 fiscal year within 60 days of Board Approval of this MOU and the subsequent payments of \$100,000, by the 30th calendar day following the start of the 2019-2020 and 2020-2021 fiscal years. UAPD shall accept fiduciary responsibility over these funds in compliance with relevant accounting standards. The County and DMH shall have no responsibility or liability for the administration of this benefit. An itemized financial statement addressing the sums set forth above, as well as a report of the corresponding Provider Service activities shall be provided by UAPD to the Department of Mental Health upon request.

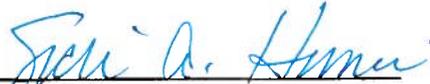
All funds must be spent in the fiscal year of allocation. All funds not expended in the fiscal year of allocation shall be returned by UAPD and paid back to the Department of Mental Health. UAPD agrees to make payments of any remaining funds to the Department of Mental Health by the 10th business day following the end of the applicable fiscal year in which the funds were allocated.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

UNION OF AMERICAN PHYSICIANS
AND DENTISTS

By 
CHRISTOPHER IGE
Union of American Physicians
and Dentists

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
SACHI A. HAMAI
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

**ATTACHMENT A
PHYSICIAN D SCHEDULE TABLE
Effective January 1, 2019**

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
D01	11,757.54	12,109.44	12,471.54	12,845.69	13,231.05	13,627.99	14,036.82	14,457.93	14,891.66	15,338.41
D02	13,101.90	13,492.56	13,897.50	14,314.68	14,745.12	15,187.80	15,642.72	16,112.94	16,594.38	17,093.16
D03	13,460.94	13,861.80	14,281.02	14,708.40	15,151.08	15,603.96	16,072.14	16,553.58	17,050.32	17,563.38
D04	13,832.22	14,245.32	14,674.74	15,114.36	15,566.22	16,032.36	16,513.80	17,009.52	17,520.54	18,044.82
D05	14,212.68	14,638.02	15,077.64	15,529.50	15,994.62	16,474.02	16,969.74	17,477.70	18,003.00	18,542.58
D06	14,602.32	15,040.92	15,492.78	15,956.88	16,436.28	16,928.94	17,437.92	17,961.18	18,499.74	19,053.60
D07	15,003.18	15,453.00	15,917.10	16,395.48	16,886.10	17,392.02	17,915.28	18,451.80	19,005.66	19,575.84
D08	15,415.26	15,878.34	16,354.68	16,845.30	17,350.20	17,872.44	18,407.94	18,958.74	19,526.88	20,114.40
D09	15,840.60	16,314.90	16,804.50	17,308.38	17,826.54	18,363.06	18,912.84	19,479.96	20,065.44	20,667.24
D10	16,276.14	16,763.70	17,266.56	17,784.72	18,318.18	18,868.98	19,433.04	20,016.48	20,617.26	21,236.40
D11	16,722.90	17,225.76	17,741.88	18,273.30	18,823.08	19,388.16	19,968.54	20,568.30	21,184.38	21,819.84
D12	17,183.94	17,700.06	18,230.46	18,777.18	19,341.24	19,920.60	20,518.32	21,133.38	21,766.80	22,421.64
D13	17,654.16	18,186.60	18,730.26	19,293.30	19,871.64	20,466.30	21,081.36	21,713.76	22,366.56	23,035.68
D14	18,140.70	18,684.36	19,246.38	19,822.68	20,418.36	21,028.32	21,660.72	22,312.50	22,979.58	23,670.12
D15	18,640.50	19,199.46	19,775.76	20,370.42	20,978.34	21,608.70	22,257.42	22,924.50	23,611.98	24,321.90
D16	19,152.54	19,727.82	20,319.42	20,926.32	21,554.64	22,202.34	22,868.40	23,555.88	24,261.72	24,988.98
D17	19,679.88	20,270.46	20,879.40	21,504.66	22,150.32	22,815.36	23,498.76	24,203.58	24,929.82	25,678.50
D18	20,220.48	20,828.40	21,451.62	22,095.24	22,759.26	23,441.64	24,144.42	24,869.64	25,614.24	26,381.28
D19	20,777.40	21,398.58	22,041.18	22,703.16	23,384.52	24,085.26	24,809.46	25,552.02	26,318.04	27,108.54
D20	21,348.60	21,989.16	22,649.10	23,328.42	24,027.12	24,748.26	25,490.82	26,256.84	27,045.30	27,855.18
D21	21,937.14	22,595.04	23,271.30	23,970.00	24,690.12	25,430.64	26,193.60	26,979.00	27,787.86	28,621.20
D22	22,540.98	23,215.20	23,911.86	24,628.92	25,368.42	26,128.32	26,913.72	27,720.54	28,552.86	29,407.62
D23	23,158.08	23,854.74	24,569.76	25,306.20	26,065.08	26,847.42	27,654.24	28,483.50	29,337.24	30,216.48
D24	23,794.56	24,510.60	25,246.02	26,002.86	26,782.14	27,584.88	28,414.14	29,267.88	30,143.04	31,047.78
D25	24,450.42	25,184.82	25,940.64	26,717.88	27,518.58	28,344.78	29,194.44	30,070.62	30,972.30	31,902.54
D26	25,122.60	25,877.40	26,652.60	27,452.28	28,275.42	29,123.04	29,996.16	30,897.84	31,824.00	32,779.74
D27	25,815.18	26,587.32	27,385.98	28,208.10	29,053.68	29,923.74	30,823.38	31,746.48	32,699.16	33,681.42
D28	26,524.08	27,319.68	28,137.72	28,982.28	29,852.34	30,748.92	31,671.00	32,620.62	33,598.80	34,607.58
D29	27,253.38	28,070.40	28,913.94	29,778.90	30,673.44	31,592.46	32,542.08	33,517.20	34,523.94	35,559.24
D30	28,003.08	28,842.54	29,707.50	30,598.98	31,516.98	32,461.50	33,436.62	34,439.28	35,473.56	36,537.42
D31	28,772.16	29,636.10	30,524.52	31,441.50	32,383.98	33,357.06	34,354.62	35,385.84	36,447.66	37,542.12
D32	29,563.68	30,450.06	31,365.00	32,306.46	33,274.44	34,273.02	35,301.18	36,359.94	37,450.32	38,575.38
D33	30,377.64	31,288.50	32,224.86	33,194.88	34,188.36	35,213.46	36,272.22	37,359.54	38,479.50	39,635.16
D34	31,213.02	32,148.36	33,113.28	34,106.76	35,128.80	36,183.48	37,267.74	38,386.68	39,539.28	40,724.52
D35	32,071.86	33,032.70	34,024.14	35,044.14	36,095.76	37,180.02	38,293.86	39,442.38	40,627.62	41,843.46
D36	32,952.12	33,941.52	34,960.50	36,007.02	37,088.22	38,199.00	39,346.50	40,527.66	41,743.50	42,996.06
D37	33,857.88	34,872.78	35,921.34	36,997.44	38,108.22	39,251.64	40,428.72	41,642.52	42,891.00	44,176.20
D38	34,790.16	35,832.60	36,908.70	38,014.38	39,156.78	40,330.80	41,540.52	42,786.96	44,072.16	45,394.08
D39	35,746.92	36,819.96	37,925.64	39,060.90	40,231.86	41,440.56	42,680.88	43,965.06	45,281.88	46,640.52
D40	36,729.18	37,830.78	38,965.02	40,134.96	41,340.60	42,581.94	43,857.96	45,172.74	46,526.28	47,922.66

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

ATTACHMENT A (Continued)
PHYSICIAN D SCHEDULE TABLE
Effective October 1, 2019

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
D01	12,051.48	12,412.18	12,783.33	13,166.83	13,561.83	13,968.69	14,387.74	14,819.38	15,263.95	15,721.87
D02	13,429.45	13,829.87	14,244.94	14,672.55	15,113.75	15,567.50	16,033.79	16,515.76	17,009.24	17,520.49
D03	13,797.46	14,208.35	14,638.05	15,076.11	15,529.86	15,994.06	16,473.94	16,967.42	17,476.58	18,002.46
D04	14,178.03	14,601.45	15,041.61	15,492.22	15,955.38	16,433.17	16,926.65	17,434.76	17,958.55	18,495.94
D05	14,568.00	15,003.97	15,454.58	15,917.74	16,394.49	16,885.87	17,393.98	17,914.64	18,453.08	19,006.14
D06	14,967.38	15,416.94	15,880.10	16,355.80	16,847.19	17,352.16	17,873.87	18,410.21	18,962.23	19,529.94
D07	15,378.26	15,839.33	16,315.03	16,805.37	17,308.25	17,826.82	18,363.16	18,913.10	19,480.80	20,065.24
D08	15,800.64	16,275.30	16,763.55	17,266.43	17,783.96	18,319.25	18,868.14	19,432.71	20,015.05	20,617.26
D09	16,236.62	16,722.77	17,224.61	17,741.09	18,272.20	18,822.14	19,385.66	19,966.96	20,567.08	21,183.92
D10	16,683.04	17,182.79	17,698.22	18,229.34	18,776.13	19,340.70	19,918.87	20,516.89	21,132.69	21,767.31
D11	17,140.97	17,656.40	18,185.43	18,730.13	19,293.66	19,872.86	20,467.75	21,082.51	21,713.99	22,365.34
D12	17,613.54	18,142.56	18,686.22	19,246.61	19,824.77	20,418.62	21,031.28	21,661.71	22,310.97	22,982.18
D13	18,095.51	18,641.27	19,198.52	19,775.63	20,368.43	20,977.96	21,608.39	22,256.60	22,925.72	23,611.57
D14	18,594.22	19,151.47	19,727.54	20,318.25	20,928.82	21,554.03	22,202.24	22,870.31	23,554.07	24,261.87
D15	19,106.51	19,679.45	20,270.15	20,879.68	21,502.80	22,148.92	22,813.86	23,497.61	24,202.28	24,929.95
D16	19,631.35	20,221.02	20,827.41	21,449.48	22,093.51	22,757.40	23,440.11	24,144.78	24,868.26	25,613.70
D17	20,171.88	20,777.22	21,401.39	22,042.28	22,704.08	23,385.74	24,086.23	24,808.67	25,553.07	26,320.46
D18	20,725.99	21,349.11	21,987.91	22,647.62	23,328.24	24,027.68	24,748.03	25,491.38	26,254.60	27,040.81
D19	21,296.84	21,933.54	22,592.21	23,270.74	23,969.13	24,687.39	25,429.70	26,190.82	26,975.99	27,786.25
D20	21,882.32	22,538.89	23,215.33	23,911.63	24,627.80	25,366.97	26,128.09	26,913.26	27,721.43	28,551.56
D21	22,485.57	23,159.92	23,853.08	24,569.25	25,307.37	26,066.41	26,848.44	27,653.48	28,482.56	29,336.73
D22	23,104.50	23,795.58	24,509.66	25,244.64	26,002.63	26,781.53	27,586.56	28,413.55	29,266.68	30,142.81
D23	23,737.03	24,451.11	25,184.00	25,938.86	26,716.71	27,518.61	28,345.60	29,195.59	30,070.67	30,971.89
D24	24,389.42	25,123.37	25,877.17	26,652.93	27,451.69	28,274.50	29,124.49	29,999.58	30,896.62	31,823.97
D25	25,061.68	25,814.44	26,589.16	27,385.83	28,206.54	29,053.40	29,924.30	30,822.39	31,746.61	32,700.10
D26	25,750.67	26,524.34	27,318.92	28,138.59	28,982.31	29,851.12	30,746.06	31,670.29	32,619.60	33,599.23
D27	26,460.56	27,252.00	28,070.63	28,913.30	29,780.02	30,671.83	31,593.96	32,540.14	33,516.64	34,523.46
D28	27,187.18	28,002.67	28,841.16	29,706.84	30,598.65	31,517.64	32,462.78	33,436.14	34,438.77	35,472.77
D29	27,934.71	28,772.16	29,636.79	30,523.37	31,440.28	32,382.27	33,355.63	34,355.13	35,387.04	36,448.22
D30	28,703.16	29,563.60	30,450.19	31,363.95	32,304.90	33,273.04	34,272.54	35,300.26	36,360.40	37,450.86
D31	29,491.46	30,377.00	31,287.63	32,227.54	33,193.58	34,190.99	35,213.49	36,270.49	37,358.85	38,480.67
D32	30,302.77	31,211.31	32,149.13	33,114.12	34,106.30	35,129.85	36,183.71	37,268.94	38,386.58	39,539.76
D33	31,137.08	32,070.71	33,030.48	34,024.75	35,043.07	36,093.80	37,179.03	38,293.53	39,441.49	40,626.04
D34	31,993.35	32,952.07	33,941.11	34,959.43	36,007.02	37,088.07	38,199.43	39,346.35	40,527.76	41,742.63
D35	32,873.66	33,858.52	34,874.74	35,920.24	36,998.15	38,109.52	39,251.21	40,428.44	41,643.31	42,889.55
D36	33,775.92	34,790.06	35,834.51	36,907.20	38,015.43	39,153.98	40,330.16	41,540.85	42,787.09	44,070.96
D37	34,704.33	35,744.60	36,819.37	37,922.38	39,060.93	40,232.93	41,439.44	42,683.58	43,963.28	45,280.61
D38	35,659.91	36,728.42	37,831.42	38,964.74	40,135.70	41,339.07	42,579.03	43,856.63	45,173.96	46,528.93
D39	36,640.59	37,740.46	38,873.78	40,037.42	41,237.66	42,476.57	43,747.90	45,064.19	46,413.93	47,806.53
D40	37,647.41	38,776.55	39,939.15	41,138.33	42,374.12	43,646.49	44,954.41	46,302.06	47,689.44	49,120.73

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

ATTACHMENT A (Continued)
PHYSICIAN D SCHEDULE TABLE
 Effective January 1, 2020

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
D01	12,171.99	12,536.30	12,911.16	13,298.50	13,697.45	14,108.38	14,531.62	14,967.57	15,416.59	15,879.09
D02	13,563.74	13,968.17	14,387.39	14,819.28	15,264.89	15,723.18	16,194.13	16,680.92	17,179.33	17,695.69
D03	13,935.43	14,350.43	14,784.43	15,226.87	15,685.16	16,154.00	16,638.68	17,137.09	17,651.35	18,182.48
D04	14,319.81	14,747.46	15,192.03	15,647.14	16,114.93	16,597.50	17,095.92	17,609.11	18,138.14	18,680.90
D05	14,713.68	15,154.01	15,609.13	16,076.92	16,558.43	17,054.73	17,567.92	18,093.79	18,637.61	19,196.20
D06	15,117.05	15,571.11	16,038.90	16,519.36	17,015.66	17,525.68	18,052.61	18,594.31	19,151.85	19,725.24
D07	15,532.04	15,997.72	16,478.18	16,973.42	17,481.33	18,005.09	18,546.79	19,102.23	19,675.61	20,265.89
D08	15,958.65	16,438.05	16,931.19	17,439.09	17,961.80	18,502.44	19,056.82	19,627.04	20,215.20	20,823.43
D09	16,398.99	16,890.00	17,396.86	17,918.50	18,454.92	19,010.36	19,579.52	20,166.63	20,772.75	21,395.76
D10	16,849.87	17,354.62	17,875.20	18,411.63	18,963.89	19,534.11	20,118.06	20,722.06	21,344.02	21,984.98
D11	17,312.38	17,832.96	18,367.28	18,917.43	19,486.60	20,071.59	20,672.43	21,293.34	21,931.13	22,588.99
D12	17,789.68	18,323.99	18,873.08	19,439.08	20,023.02	20,622.81	21,241.59	21,878.33	22,534.08	23,212.00
D13	18,276.47	18,827.68	19,390.51	19,973.39	20,572.11	21,187.74	21,824.47	22,479.17	23,154.98	23,847.69
D14	18,780.16	19,342.98	19,924.82	20,521.43	21,138.11	21,769.57	22,424.26	23,099.01	23,789.61	24,504.49
D15	19,297.58	19,876.24	20,472.85	21,088.48	21,717.83	22,370.41	23,042.00	23,732.59	24,444.30	25,179.25
D16	19,827.66	20,423.23	21,035.68	21,663.97	22,314.45	22,984.97	23,674.51	24,386.23	25,116.94	25,869.84
D17	20,373.60	20,984.99	21,615.40	22,262.70	22,931.12	23,619.60	24,327.09	25,056.76	25,808.60	26,583.66
D18	20,933.25	21,562.60	22,207.79	22,874.10	23,561.52	24,267.96	24,995.51	25,746.29	26,517.15	27,311.22
D19	21,509.81	22,152.88	22,818.13	23,503.45	24,208.82	24,934.26	25,684.00	26,452.73	27,245.75	28,064.11
D20	22,101.14	22,764.28	23,447.48	24,150.75	24,874.08	25,620.64	26,389.37	27,182.39	27,998.64	28,837.08
D21	22,710.43	23,391.52	24,091.61	24,814.94	25,560.44	26,327.07	27,116.92	27,930.01	28,767.39	29,630.10
D22	23,335.55	24,033.54	24,754.76	25,497.09	26,262.66	27,049.35	27,862.43	28,697.69	29,559.35	30,444.24
D23	23,974.40	24,695.62	25,435.84	26,198.25	26,983.88	27,793.80	28,629.06	29,487.55	30,371.38	31,281.61
D24	24,633.31	25,374.60	26,135.94	26,919.46	27,726.21	28,557.25	29,415.73	30,299.58	31,205.59	32,142.21
D25	25,312.30	26,072.58	26,855.05	27,659.69	28,488.61	29,343.93	30,223.54	31,130.61	32,064.08	33,027.10
D26	26,008.18	26,789.58	27,592.11	28,419.98	29,272.13	30,149.63	31,053.52	31,986.99	32,945.80	33,935.22
D27	26,725.17	27,524.52	28,351.34	29,202.43	30,077.82	30,978.55	31,909.90	32,865.54	33,851.81	34,868.69
D28	27,459.05	28,282.70	29,129.57	30,003.91	30,904.64	31,832.82	32,787.41	33,770.50	34,783.16	35,827.50
D29	28,214.06	29,059.88	29,933.16	30,828.60	31,754.68	32,706.09	33,689.19	34,698.68	35,740.91	36,812.70
D30	28,990.19	29,859.24	30,754.69	31,677.59	32,627.95	33,605.77	34,615.27	35,653.26	36,724.00	37,825.37
D31	29,786.37	30,680.77	31,600.51	32,549.82	33,525.52	34,532.90	35,565.62	36,633.19	37,732.44	38,865.48
D32	30,605.80	31,523.42	32,470.62	33,445.26	34,447.36	35,481.15	36,545.55	37,641.63	38,770.45	39,935.16
D33	31,448.45	32,391.42	33,360.78	34,365.00	35,393.50	36,454.74	37,550.82	38,676.47	39,835.90	41,032.30
D34	32,313.28	33,281.59	34,280.52	35,309.02	36,367.09	37,458.95	38,581.42	39,739.81	40,933.04	42,160.06
D35	33,202.40	34,197.11	35,223.49	36,279.44	37,368.13	38,490.62	39,643.72	40,832.72	42,059.74	43,318.45
D36	34,113.68	35,137.96	36,192.86	37,276.27	38,395.58	39,545.52	40,733.46	41,956.26	43,214.96	44,511.67
D37	35,051.37	36,102.05	37,187.56	38,301.60	39,451.54	40,635.26	41,853.83	43,110.42	44,402.91	45,733.42
D38	36,016.51	37,095.70	38,209.73	39,354.39	40,537.06	41,752.46	43,004.82	44,295.20	45,625.70	46,994.22
D39	37,007.00	38,117.86	39,262.52	40,437.79	41,650.04	42,901.34	44,185.38	45,514.83	46,878.07	48,284.60
D40	38,023.88	39,164.32	40,338.54	41,549.71	42,797.86	44,082.95	45,403.95	46,765.08	48,166.33	49,611.94

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

ATTACHMENT A (Continued)
PHYSICIAN D SCHEDULE TABLE
 Effective October 1, 2020

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
D01	12,476.29	12,849.71	13,233.94	13,630.96	14,039.89	14,461.09	14,894.91	15,341.76	15,802.00	16,276.07
D02	13,902.83	14,317.37	14,747.07	15,189.76	15,646.51	16,116.26	16,598.98	17,097.94	17,608.81	18,138.08
D03	14,283.82	14,709.19	15,154.04	15,607.54	16,077.29	16,557.85	17,054.65	17,565.52	18,092.63	18,637.04
D04	14,677.81	15,116.15	15,571.83	16,038.32	16,517.80	17,012.44	17,523.32	18,049.34	18,591.59	19,147.92
D05	15,081.52	15,532.86	15,999.36	16,478.84	16,972.39	17,481.10	18,007.12	18,546.13	19,103.55	19,676.11
D06	15,494.98	15,960.39	16,439.87	16,932.34	17,441.05	17,963.82	18,503.93	19,059.17	19,630.65	20,218.37
D07	15,920.34	16,397.66	16,890.13	17,397.76	17,918.36	18,455.22	19,010.46	19,579.79	20,167.50	20,772.54
D08	16,357.62	16,849.00	17,354.47	17,875.07	18,410.85	18,965.00	19,533.24	20,117.72	20,720.58	21,344.02
D09	16,808.96	17,312.25	17,831.78	18,366.46	18,916.29	19,485.62	20,069.01	20,670.80	21,292.07	21,930.65
D10	17,271.12	17,788.49	18,322.08	18,871.92	19,437.99	20,022.46	20,621.01	21,240.11	21,877.62	22,534.60
D11	17,745.19	18,278.78	18,826.46	19,390.37	19,973.77	20,573.38	21,189.24	21,825.67	22,479.41	23,153.71
D12	18,234.42	18,782.09	19,344.91	19,925.06	20,523.60	21,138.38	21,772.63	22,425.29	23,097.43	23,792.30
D13	18,733.38	19,298.37	19,875.27	20,472.72	21,086.41	21,717.43	22,370.08	23,041.15	23,733.85	24,443.88
D14	19,249.66	19,826.55	20,422.94	21,034.47	21,666.56	22,313.81	22,984.87	23,676.49	24,384.35	25,117.10
D15	19,780.02	20,373.15	20,984.67	21,615.69	22,260.78	22,929.67	23,618.05	24,325.90	25,055.41	25,808.73
D16	20,323.35	20,933.81	21,561.57	22,205.57	22,872.31	23,559.59	24,266.37	24,995.89	25,744.86	26,516.59
D17	20,882.94	21,509.61	22,155.79	22,819.27	23,504.40	24,210.09	24,935.27	25,683.18	26,453.82	27,248.25
D18	21,456.58	22,101.67	22,762.98	23,445.95	24,150.56	24,874.66	25,620.40	26,389.95	27,180.08	27,994.00
D19	22,047.56	22,706.70	23,388.58	24,091.04	24,814.04	25,557.62	26,326.10	27,114.05	27,926.89	28,765.71
D20	22,653.67	23,333.39	24,033.67	24,754.52	25,495.93	26,261.16	27,049.10	27,861.95	28,698.61	29,558.01
D21	23,278.19	23,976.31	24,693.90	25,435.31	26,199.45	26,985.25	27,794.84	28,628.26	29,486.57	30,370.85
D22	23,918.94	24,634.38	25,373.63	26,134.52	26,919.23	27,725.58	28,558.99	29,415.13	30,298.33	31,205.35
D23	24,573.76	25,313.01	26,071.74	26,853.21	27,658.48	28,488.65	29,344.79	30,224.74	31,130.66	32,063.65
D24	25,249.14	26,008.97	26,789.34	27,592.45	28,419.37	29,271.18	30,151.12	31,057.07	31,985.73	32,945.77
D25	25,945.11	26,724.39	27,526.43	28,351.18	29,200.83	30,077.53	30,979.13	31,908.88	32,865.68	33,852.78
D26	26,658.38	27,459.32	28,281.91	29,130.48	30,003.93	30,903.37	31,829.86	32,786.66	33,769.45	34,783.60
D27	27,393.30	28,212.63	29,060.12	29,932.49	30,829.77	31,753.01	32,707.65	33,687.18	34,698.11	35,740.41
D28	28,145.53	28,989.77	29,857.81	30,754.01	31,677.26	32,628.64	33,607.10	34,614.76	35,652.74	36,723.19
D29	28,919.41	29,786.38	30,681.49	31,599.32	32,548.55	33,523.74	34,531.42	35,566.15	36,634.43	37,733.02
D30	29,714.94	30,605.72	31,523.56	32,469.53	33,443.65	34,445.91	35,480.65	36,544.59	37,642.10	38,771.00
D31	30,531.03	31,447.79	32,390.52	33,363.57	34,363.66	35,396.22	36,454.76	37,549.02	38,675.75	39,837.12
D32	31,370.95	32,311.51	33,282.39	34,281.39	35,308.54	36,368.18	37,459.19	38,582.67	39,739.71	40,933.54
D33	32,234.66	33,201.21	34,194.80	35,224.13	36,278.34	37,366.11	38,489.59	39,643.38	40,831.80	42,058.11
D34	33,121.11	34,113.63	35,137.53	36,191.75	37,276.27	38,395.42	39,545.96	40,733.31	41,956.37	43,214.06
D35	34,032.46	35,052.04	36,104.08	37,186.43	38,302.33	39,452.89	40,634.81	41,853.54	43,111.23	44,401.41
D36	34,966.52	36,016.41	37,097.68	38,208.18	39,355.47	40,534.16	41,751.80	43,005.17	44,295.33	45,624.46
D37	35,927.65	37,004.60	38,117.25	39,259.14	40,437.83	41,651.14	42,900.18	44,188.18	45,512.98	46,876.76
D38	36,916.92	38,023.09	39,164.97	40,338.25	41,550.49	42,796.27	44,079.94	45,402.58	46,766.34	48,169.08
D39	37,932.18	39,070.81	40,244.08	41,448.73	42,691.29	43,973.87	45,290.01	46,652.70	48,050.02	49,491.72
D40	38,974.48	40,143.43	41,347.00	42,588.45	43,867.81	45,185.02	46,539.05	47,934.21	49,370.49	50,852.24

ATTACHMENT A (Continued)
PHYSICIAN D SCHEDULE TABLE
 Effective January 1, 2021

Sch Num	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
D01	12,476.29	12,849.71	13,233.94	13,630.96	14,039.89	14,858.77	15,304.53	15,763.67	16,236.58	16,723.68
D02	13,902.83	14,317.37	14,747.07	15,189.76	15,646.51	16,559.09	17,055.86	17,567.54	18,094.57	18,637.41
D03	14,283.82	14,709.19	15,154.04	15,607.54	16,077.29	17,015.00	17,525.45	18,051.21	18,592.75	19,150.53
D04	14,677.81	15,116.15	15,571.83	16,038.32	16,517.80	17,481.20	18,005.64	18,545.81	19,102.18	19,675.25
D05	15,081.52	15,532.86	15,999.36	16,478.84	16,972.39	17,962.30	18,501.17	19,056.21	19,627.90	20,216.74
D06	15,494.98	15,960.39	16,439.87	16,932.34	17,441.05	18,458.30	19,012.05	19,582.41	20,169.88	20,774.98
D07	15,920.34	16,397.66	16,890.13	17,397.76	17,918.36	18,963.45	19,532.35	20,118.32	20,721.87	21,343.53
D08	16,357.62	16,849.00	17,354.47	17,875.07	18,410.85	19,484.66	20,069.20	20,671.28	21,291.42	21,930.16
D09	16,808.96	17,312.25	17,831.78	18,366.46	18,916.29	20,019.58	20,620.17	21,238.78	21,875.94	22,532.22
D10	17,271.12	17,788.49	18,322.08	18,871.92	19,437.99	20,571.71	21,188.86	21,824.53	22,479.27	23,153.65
D11	17,745.19	18,278.78	18,826.46	19,390.37	19,973.77	21,138.74	21,772.90	22,426.09	23,098.87	23,791.84
D12	18,234.42	18,782.09	19,344.91	19,925.06	20,523.60	21,720.64	22,372.26	23,043.43	23,734.73	24,446.77
D13	18,733.38	19,298.37	19,875.27	20,472.72	21,086.41	22,316.27	22,985.76	23,675.33	24,385.59	25,117.16
D14	19,249.66	19,826.55	20,422.94	21,034.47	21,666.56	22,930.26	23,618.17	24,326.72	25,056.52	25,808.22
D15	19,780.02	20,373.15	20,984.67	21,615.69	22,260.78	23,559.14	24,265.91	24,993.89	25,743.71	26,516.02
D16	20,323.35	20,933.81	21,561.57	22,205.57	22,872.31	24,206.34	24,932.53	25,680.51	26,450.93	27,244.46
D17	20,882.94	21,509.61	22,155.79	22,819.27	23,504.40	24,875.29	25,621.55	26,390.20	27,181.91	27,997.37
D18	21,456.58	22,101.67	22,762.98	23,445.95	24,150.56	25,559.14	26,325.91	27,115.69	27,929.16	28,767.03
D19	22,047.56	22,706.70	23,388.58	24,091.04	24,814.04	26,261.32	27,049.16	27,860.63	28,696.45	29,557.34
D20	22,653.67	23,333.39	24,033.67	24,754.52	25,495.93	26,982.98	27,792.47	28,626.24	29,485.03	30,369.58
D21	23,278.19	23,976.31	24,693.90	25,435.31	26,199.45	27,727.53	28,559.36	29,416.14	30,298.62	31,207.58
D22	23,918.94	24,634.38	25,373.63	26,134.52	26,919.23	28,489.29	29,343.97	30,224.29	31,131.02	32,064.95
D23	24,573.76	25,313.01	26,071.74	26,853.21	27,658.48	29,271.66	30,149.81	31,054.30	31,985.93	32,945.51
D24	25,249.14	26,008.97	26,789.34	27,592.45	28,419.37	30,076.93	30,979.24	31,908.62	32,865.88	33,851.86
D25	25,945.11	26,724.39	27,526.43	28,351.18	29,200.83	30,903.97	31,831.09	32,786.02	33,769.60	34,782.69
D26	26,658.38	27,459.32	28,281.91	29,130.48	30,003.93	31,753.91	32,706.53	33,687.73	34,698.36	35,739.31
D27	27,393.30	28,212.63	29,060.12	29,932.49	30,829.77	32,627.92	33,606.76	34,614.96	35,653.41	36,723.01
D28	28,145.53	28,989.77	29,857.81	30,754.01	31,677.26	33,524.84	34,530.59	35,566.51	36,633.51	37,732.52
D29	28,919.41	29,786.38	30,681.49	31,599.32	32,548.55	34,446.94	35,480.35	36,544.76	37,641.10	38,770.33
D30	29,714.94	30,605.72	31,523.56	32,469.53	33,443.65	35,394.25	36,456.08	37,549.76	38,676.25	39,836.54
D31	30,531.03	31,447.79	32,390.52	33,363.57	34,363.66	36,367.92	37,458.96	38,582.73	39,740.21	40,932.42
D32	31,370.95	32,311.51	33,282.39	34,281.39	35,308.54	37,367.91	38,488.95	39,643.62	40,832.93	42,057.92
D33	32,234.66	33,201.21	34,194.80	35,224.13	36,278.34	38,394.27	39,546.10	40,732.48	41,954.45	43,213.08
D34	33,121.11	34,113.63	35,137.53	36,191.75	37,276.27	39,450.41	40,633.92	41,852.94	43,108.53	44,401.79
D35	34,032.46	35,052.04	36,104.08	37,186.43	38,302.33	40,536.31	41,752.40	43,004.97	44,295.12	45,623.97
D36	34,966.52	36,016.41	37,097.68	38,208.18	39,355.47	41,650.88	42,900.41	44,187.42	45,513.04	46,878.43
D37	35,927.65	37,004.60	38,117.25	39,259.14	40,437.83	42,796.37	44,080.26	45,402.67	46,764.75	48,167.69
D38	36,916.92	38,023.09	39,164.97	40,338.25	41,550.49	43,973.92	45,293.14	46,651.93	48,051.49	49,493.03
D39	37,932.18	39,070.81	40,244.08	41,448.73	42,691.29	45,181.26	46,536.70	47,932.80	49,370.78	50,851.90
D40	38,974.48	40,143.43	41,347.00	42,588.45	43,867.81	46,426.40	47,819.19	49,253.77	50,731.38	52,253.32

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.